

JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306
Corinne Ball
Nathan Lebioda

JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
David G. Heiman
Thomas A. Wilson

JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
Telephone: (404) 521-3939
Facsimile: (404) 581-8330
Jeffrey B. Ellman

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----X	:	

**NOTICE OF FILING OF SCHEDULE OF CERTAIN DESIGNATED
SUPPLIER AGREEMENTS AND CURE COSTS RELATED THERETO**

¹ A second amended list of the debtors and debtors in possession in these cases (collectively, the "Debtors"), their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 30, 2009 (the "Petition Date"), Old Carco LLC (f/k/a Chrysler LLC) and 24 of its affiliated Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The remaining Debtor, Alpha Holding L.P., commenced its bankruptcy case by filing a voluntary petition with the Bankruptcy Court on May 19, 2009.

2. Old Carco LLC (f/k/a Chrysler LLC) and its Debtor subsidiaries; Fiat S.p.A ("Fiat"); and Chrysler Group LLC (f/k/a New CarCo Acquisition LLC) (the "Purchaser"), a Delaware limited liability company formed by Fiat, entered into a Master Transaction Agreement, dated as of April 30, 2009 (the "Purchase Agreement"), that contemplated a set of related transactions for the sale of substantially all of the Debtors' tangible, intangible and operating assets, defined as the "Purchased Assets" in Section 2.06 of the Purchase Agreement, subject to higher and better offers made pursuant to the Bidding Procedures (as defined below).

3. On May 3, 2009 and May 22, 2009, the Debtors filed motions with the Bankruptcy Court (Docket Nos. 190 and 1742) (collectively, the "Sale Motion") seeking, among other things, (a) authority to sell substantially all of the Debtors' assets free and clear of all liens, claims, interests and encumbrances to the Purchaser or another bidder (the "Sale Transaction"); (b) approval of certain procedures (the "Bidding Procedures") for the solicitation of competing bids with respect to the Sale Transaction; (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the

closing of the Sale Transaction; and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction.

4. A hearing on the Sale Motion was held before the Bankruptcy Court on May 1, 4 and 5, 2009, after which the Bankruptcy Court entered an order (Docket No. 492) (the "Bidding Procedures Order"), among other things, approving certain procedures (the "Contract Procedures") establishing a process for (a) the assumption of the Designated Agreements (as defined below) by the Debtors and the assignment of these agreements to the Purchaser, (b) the determination of the amounts necessary to cure defaults under the Designated Agreements (the "Cure Costs") and (c) the resolution of other disputes in connection with the assumption and assignment of the Designated Agreements pursuant to section 365 of the Bankruptcy Code.

5. Subsequently, on June 1, 2009, the Bankruptcy Court entered an order (Docket No. 3232) approving the sale of the Purchased Assets to the Purchaser. On June 10, 2009 (the "Closing Date"), the Debtors consummated the sale of the Purchased Assets to the Purchaser.

6. In connection with the sale, the Contract Procedures require the Debtors to file with the Bankruptcy Court and serve on each non-debtor counterparty (each, a "Non-Debtor Counterparty") to an executory contract or unexpired lease with any of the Debtors that the Debtors may assume and assign to the Purchaser (the "Designated Agreements"), a notice of assumption and assignment, the form of which is attached to hereto as **Annex A** (the "Assignment Notice").

7. Consistent with the Contract Procedures, attached hereto as **Annex B** is a schedule identifying (a) certain agreements that the Debtors have identified as Designated

Agreements that they intend to assume and assign to the Purchaser and (b) the corresponding Cure Costs under such Designated Agreements as of April 30, 2009 (the "Assignment and Cure Schedule"). The Assignment Notice, along with the relevant portion of the Assignment and Cure Schedule, has been or will be served on each of the Non-Debtor Counterparties in accordance with the Contract Procedures. The Assignment and Cure Schedule is subject to the terms and conditions of the Contract Procedures.

8. In accordance with Section 2.10 of the Purchase Agreement and paragraph 19(c) of the Bidding Procedures Order, the Debtors may, at the Purchaser's request or with the Purchaser's consent, designate, up to the Agreement Designation Deadline (as defined below), additional executory contracts and unexpired leases as agreements to be assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement (collectively, the "Additional Designated Agreements"). As used herein the "Agreement Designation Deadline" means, as applicable, (a) 30 days after the Closing Date with respect to the standard uniform dealership agreements in the form of the Chrysler Corporation Sales and Service Agreement, as well as agreements in the form of the Chrysler Direct Dealer Agreement; (b) 60 days after the Closing Date for executory contracts and unexpired leases with the Debtors' production suppliers; and (c) 90 days after the Closing Date for all other agreements. In accordance with the Contract Procedures, the Debtors will file additional Assignment and Cure Schedules with the Bankruptcy Court and serve additional Assignment Notices on applicable Non-Debtor Counterparties to the extent any executory contract or unexpired leases are designated to be Additional Designated Agreements.

9. The inclusion of any document on the list of Designated Agreements contained in the Assignment and Cure Schedules or an Assignment Notice shall not constitute or

be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto being expressly reserved.

10. This Notice is qualified in its entirety by the Contract Procedures set forth in the Bidding Procedures Order, and Non-Debtor Counterparties are encouraged to read the Contract Procedures in their entirety.

Dated: June 22, 2009
New York, New York

Respectfully submitted,

/s/ Corinne Ball

Corinne Ball
Nathan Lebioda
JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

David G. Heiman
Thomas A. Wilson
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

Jeffrey B. Ellman
JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
Telephone: (404) 521-3939
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

ANNEX A

[Form of Assignment Notice]

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
Old Carco LLC :
(f/k/a Chrysler LLC), *et al.*,¹ : Case No. 09-50002 (AJG)
Debtors. : (Jointly Administered)
-----X

**NOTICE OF (I) DEBTORS' INTENT
TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 3, 2009 and May 22, 2009, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed motions (collectively, the "Sale Motion")² with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") seeking, among other things, (a) authority to sell substantially all of the Debtors' assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the "Bidding Procedures") for the solicitation of bids with respect to the Sale Transaction (the "Bidding Procedures Relief"); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW") to be executed at the closing of the Sale Transaction (the "UAW Retiree Settlement Agreement") and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction (the "Sale Hearing").

2. Old Carco LLC (f/k/a Chrysler LLC) and its Debtor subsidiaries; Fiat S.p.A ("Fiat"); and Chrysler Group LLC (f/k/a New CarCo Acquisition LLC) (the "Purchaser"), a Delaware limited liability company formed by Fiat, entered into a Master Transaction Agreement, dated as of April 30, 2009 (the "Purchase Agreement"), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of

¹ A second amended list of the debtors and debtors in possession in these cases, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

² You may obtain a copy of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) by accessing the website established by the Debtors' claims and noticing agent, Epiq Bankruptcy Solutions, LLC at <http://www.chryslerrestructuring.com/>.

the Debtors' tangible, intangible and operating assets, defined as the "Purchased Assets" in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the "CarCo Business"), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the "Purchased Assets") to the Purchaser. Subsequently, on June 1, 2009, the Bankruptcy Court entered an order (Docket No. 3232) approving the sale of the Purchased Assets to the Purchaser (the "Sale Order"). On June 10, 2009, (the "Closing Date"), the Debtors consummated the sale of the Purchased Assets to the Purchaser.

3. This Notice is provided to inform you of the Debtors' intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. The following procedures (the "Contract Procedures") govern the assumption and assignment of these agreements in connection with the sale of the Purchased Assets to the Purchaser.³

- (a) Contract Designations. The Purchase Agreement contemplates, and the Sale Order authorizes the assumption and assignment to the Purchaser of certain executory contract(s) and unexpired lease(s). Attached hereto as **Exhibit A** is a list of certain executory contracts and/or unexpired leases that the Debtors intend to assume and assign to the Purchaser (collectively, the "Designated Agreements" and, each, a "Designated Agreement"), pursuant to section 365 of title 11 of the United States Code (the "Bankruptcy Code").
- (b) Cure Costs. The Debtors have listed on the attached **Exhibit A** the amounts that the Debtors believe must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code (in each instance, the "Cure Costs"). Cure Costs may be listed on **Exhibit A** on an agreement-by-agreement basis or in the aggregate for multiple Designated Agreements.
- (c) Agreement to Assumption and Assignment. If you agree with the Cure Costs indicated on **Exhibit A**, and otherwise do not object to the Debtors' proposed assumption and assignment of your lease or contract, you are not required take any further action.
- (d) Section 365 Objections. Objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the non-debtor counterparty to such Designated Agreement (the "Non-Debtor Counterparty") from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or to the proposed

³ This Notice is subject to the full terms and conditions of the Sale Motion, the Sale Order, the Bidding Procedures Order and the Contract Procedures set forth in the Bidding Procedures Order, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.

Cure Costs (a "Section 365 Objection"), must be made in writing and filed with the Bankruptcy Court so as to be **received no later than July 2, 2009** (the "Section 365 Objection Deadline") by the Bankruptcy Court and the following parties: (i) the Debtors, c/o Old Carco LLC, 1000 Chrysler Drive, CIMS# 485-14-96, Auburn Hills, Michigan 48326-2766 (Attn: Ronald E. Kolka); (ii) Jones Day, counsel to the Debtors, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Nathan Lebioda, Esq.) and 1420 Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309-3053 (Attn: Jeffrey B. Ellman, Esq.); (iii) Capstone Advisory Group, LLC, Park 80 West, Plaza 1, Plaza Level, Saddle Brook, NJ 07663 (Attn: Robert Manzo); (iv) Kramer Levin Naftalis & Frankel LLP, counsel to the Official Committee of Unsecured Creditors', 1177 Avenue of the Americas New York, New York 10036 (Attn: Thomas M. Mayer, Esq. and Kenneth H. Eckstein, Esq.); (v) Simpson Thacher & Bartlett LLP, counsel to the administrative agent for the Debtors' prepetition senior secured lenders, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter Pantaleo, Esq. and David Eisenberg, Esq.); (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian S. Masumoto, Esq.); (vii) the U.S. Department of Treasury, 1500 Pennsylvania Avenue NW, Room 2312 Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (viii) United States Attorney's Office, Southern District of New York, Civil Division, Tax & Bankruptcy Unit, 86 Chambers Street, 3rd Floor, New York, New York 10007 and Cadwalader, Wickersham & Taft LLP, Of counsel to the Presidential Task Force on the Auto Industry, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (ix) Vedder Price, P.C., counsel to Export Development Canada, 1633 Broadway, 47th Floor New York, New York 10019 (Attn: Michael J. Edelman, Esq.); (x) the Purchaser and Fiat, c/o Fiat S.p.A, Via Nizza n. 250, 10125 Torino, Italy (Attn: Chief Executive Officer); (xi) Sullivan & Cromwell LLP, counsel to the Purchaser and Fiat, 125 Broad Street, New York, New York 10004 (Attn: Scott D. Miller, Esq. and Andrew Dietderich, Esq.) and 1888 Century Park East, 21st Floor, Los Angeles, CA 90067 (Attn: Hydee R. Feldstein, Esq.); (xii) International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel Sherrick, Esq.); (xiii) Cleary Gottlieb Steen & Hamilton LLP, counsel to the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (xiv) Cohen, Weiss and Simon LLP, counsel to the UAW, 330 W. 42nd St., New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (xv) Togut, Segal & Segal, LLP, conflicts counsel to the Debtors, One Penn Plaza, New York, New York 10119 (Attn: Albert Togut, Esq.); and (xvi) any other statutory committees appointed in these cases.

- (e) Resolution of Objections; Section 365 Hearing. Upon the filing of a Section 365 Objection (i) challenging the ability of the Debtors to assume or assign the Designated Agreement (a "Disputed Designation") or (ii) asserting a cure amount higher than the proposed Cure Costs indicated on **Exhibit A** annexed hereto (the "Disputed Cure Costs"), the Debtors, the Purchaser and the objecting Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If any of the Debtors, the Non-Debtor Counterparty or the Purchaser determine that the objection cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Disputed Designation and/or the amount to be paid under section 365 of the Bankruptcy Code with respect to the Disputed

Cure Costs will be determined by the Bankruptcy Court at an omnibus hearing established for such purpose that is on a date not less than ten days after the service of such objection or such other date as determined by the Bankruptcy Court (the "Section 365 Hearing"), unless the Debtors, the Purchaser and the Non-Debtor Counterparty to the Designated Agreement in dispute agree otherwise. Unless otherwise agreed by the parties, the Section 365 Hearing to consider objections relating to the Designated Agreement(s) identified on the attached Exhibit A shall be conducted on July 16, 2009 at 10:00 a.m., Eastern Time, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, Courtroom 523, One Bowling Green, New York, New York 10004, before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge. If the Bankruptcy Court determines at a Section 365 Hearing that the Designated Agreement cannot be assumed and assigned, or establishes Cure Costs that the Purchaser is not willing to pay, then such executory contract or unexpired lease shall no longer be considered a Designated Agreement.

- (f) Failure to Object; Consent to Assumption and Assignment. Unless a Section 365 Objection is filed and served before the Section 365 Objection Deadline, all parties shall be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and such party shall be forever barred from objecting to the Cure Costs or such assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser.
- (g) Resolution of Assumption/Assignment Issues. If the Non-Debtor Counterparty to a Designated Agreement fails to timely assert a Section 365 Objection as described in paragraph (d) above, or upon the resolution of any timely Section 365 Objection by agreement of the parties or order of the Bankruptcy Court approving an assumption and assignment, such Designated Agreement shall be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement shall be established and approved in all respects, subject to the conditions set forth in paragraph (j) below.
- (h) Additional Contract Designations. In accordance with Section 2.10 of the Purchase Agreement, the Debtors may, at the Purchaser's request or with the Purchaser's consent, designate, up to the Agreement Designation Deadline, additional executory contracts and unexpired leases as agreements to be assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement (the "Additional Designated Agreements"). As used herein the "Agreement Designation Deadline" means, as applicable, (i) 30 days after the Closing Date with respect to certain agreements with the Debtors' U.S. dealers, (ii) 60 days after the Closing Date for executory contracts and unexpired leases with the Debtors' production suppliers and (iii) 90 days after the Closing Date for all other agreements. Upon determining that a specific executory contract or unexpired lease, or a group thereof, are Additional Designated Agreements, the Debtors, at the Purchaser's request, shall serve notice on each of the Non-Debtor Counterparties to such Additional Designated Agreements and their Counsel of Record, indicating (i) that the notice recipient is a Non-Debtor Counterparty to one or more executory contracts or unexpired leases with the Debtors that the Debtors intend to assume and assign to the Purchaser and (ii) the corresponding Cure Cost under the Additional Designated

Agreements as of April 30, 2009; provided, that such Assignment Notice shall in no way limit such Non-Debtor Counterparty's entitlement to Cure Costs accruing during the period after April 30, 2009.

- (i) Purchaser Confirmation Notice. At any time through the Agreement Designation Deadline, the Purchaser may serve on all applicable Non-Debtor Counterparties a notice (a "Confirmation Notice") indicating those Designated Agreements with respect to which the Purchaser has made a final determination to take assignment of a Designated Agreement (each, a "Confirmed Agreement"). Until a Designated Agreement is listed as a Confirmed Agreement on a Confirmation Notice, it shall not be considered to be either assumed or assigned and shall remain subject to assumption, rejection or redesignation hereunder.
- (j) Conditions on Assumption and Assignment. Please read **Exhibit A** carefully. In some cases, **Exhibit A** identifies additional terms or conditions of assumption and assignment with respect to a particular Designated Agreement. Subject to the satisfaction of conditions in paragraph (g) above to address any cure or assignment disputes, the Debtors shall be deemed to have assumed and assigned to the Purchaser each of the Designated Agreements as of the date of and effective only upon the Closing Date. Assumption and assignment of the Designated Agreements also is subject to the Purchaser's rights set forth in paragraphs (h) and (i) above. The Purchaser shall have no rights in and to a particular Designated Agreement until such time as the particular Designated Agreement has been identified by the Purchaser as a Confirmed Agreement and is assumed and assigned in accordance with the procedures set forth herein. Once assumed and assigned as a Confirmed Agreement under these Contract Procedures, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code. Absent the satisfaction of the conditions to assumption and assignment described herein (including the Purchaser's identification of an agreement as a Confirmed Agreement), each of the Designated Agreements shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code.
- (k) Post-Closing Assurances. From and after the Closing Date through the applicable Agreement Designation Deadline, Non-Debtor Counterparties may serve a written request on the Debtors and the Purchaser for a final determination of the assumption or rejection of its executory contracts and unexpired leases. Absent a favorable response within ten days, the Non-Debtor Counterparty may file a motion to compel assumption or rejection of such agreement, which may be heard on ten days' notice, subject to the Court's availability; provided, however, that in the event that a Non-Debtor Counterparty believes that it requires a more expeditious decision regarding assumption or rejection of its executory contract or unexpired lease, such Non-Debtor Counterparty shall be free to seek expedited relief from the Court, without regard to the ten-day periods referenced herein but subject to the legal standards and requirements applicable to requests for expedited consideration, provided further that in such event the counterparty shall give as much advance notice as reasonably practicable under the circumstances to the Debtors and the Purchaser. For purposes of this paragraph, the Debtors and the Purchaser shall be contacted at the addresses identified in paragraph (d) above.

- (l) Cure Payments. Except as may otherwise be agreed to by the parties to a Designated Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay all Cure Costs relating to an assumed executory contract or unexpired lease within ten days after the latest of: (i) the Closing Date or; (ii) the date on which such executory contract or unexpired lease is deemed assumed and assigned, in accordance with subparagraph (j) of these Contract Procedures; or (iii) with respect to Dispute Cure Costs, the date the amount thereof is finally determined.
- (m) Rights Pending Assumption or Rejection. Nothing in these Contract Procedures limits, restricts or expands the rights of parties to executory contracts and unexpired leases pending assumption or rejection, including any rights to seek further relief from the Bankruptcy Court (including motions to compel a prompt final decision on assumption or rejection), or the rights of other parties in response to such requests.
- (n) Filing of Final List of Confirmed Agreements. As soon as reasonably practicable after the Agreement Designation Deadline, the Debtors shall file with the Court a final schedule indicating all Confirmed Agreements and the proposed Cure Costs relating to each Confirmed Agreement scheduled therein.

4. The inclusion of any document on the list of Designated Agreements shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto being expressly reserved.

5. Questions or inquiries relating to this Notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for International callers outside the U.S. and Canada).

[The remainder of this page is intentionally blank.]

Dated: June 22, 2009
New York, New York

BY ORDER OF THE COURT

Corinne Ball
Nathan Lebioda
JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

David G. Heiman
Thomas A. Wilson
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

Jeffrey B. Ellman
JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
Telephone: (404) 521-3939
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A TO ASSIGNMENT NOTICE

[Schedule of Designated Agreements and Proposed Cure Costs]

[Intentionally Omitted; See Annex B]

ANNEX B

[Schedule of Certain Designated Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
3-DIMENSIONAL SERVICES	2547 PRODUCT DRIVE ROCHESTER HILLS, MI 48309	10009	\$0.00
ACCURCAST INC	333 ARNOLD STREET WALLACEBURG, ON N8A3P3 CANADA	53085	\$0.00
ACS INDUSTRIES INC	ONE NEW ENGLAND WAY LINCOLN, RI 02865	16363	\$0.00
ADVANCED ACCESSORY SYSTEMS	12900 HALL ROAD SUITE 200 STERLING HEIGHTS, MI 48313	29446	\$233,267.11
ADVANCED RUBBER TECHNOLOGIES INC	10640 W CADILLAC CADILLAC, MI 49601	50875	\$0.00
ADVANTAGE POWDER COATINGS INC	2090 EAST SECOND STREET DEFIANCE, OH 43512	42266	\$0.00
ADVANTECH INTERNATIONAL INC	1600 COTTONTAIL LANE SUITE 3 SOMERSET, NJ 8875	18873	\$0.00
AEROLIFT AUTOZUBEHOR GMBH	SENEFELDERSTRABE 8 ROEDERMARK 63322 GERMANY	57534	\$0.00
AGC AUTOMOTIVE EUROPE SA	PARC INDUSTRIEL ZONE C SENEFFE 7180 BELGIUM	48349	\$5,976.05
ALLSAFE JUNGFAK GMBH & CO KG	GERWIGSTRABE 31 ENGEN 78234 GERMANY	60187	\$0.00
ALPHACRAFT P LTD	SF 120 2A KARAYAM PALAYAM COIMBATORE 0422, TN 641062 INDIA	62105	\$0.00
AMERIGON INCORPORATED	21680 HAGGERTY ROAD SUITE 101 NORTHVILLE, MI 48167	62256	\$0.00
AMK AUTOMOTIVE GMBH	GAUBSTRABE 37 39 D 73230 KIRCHHEIMUNTER TECK GERMANY	60785	\$0.00
AMOTECH CO LTD	579 10 MANHO RI POSEUNG EUP PYEONGTAEK GYEONGGI DO 31 82 KOREA	62332	\$0.00
AMPHENOL CORPORATION	358 HALL AVENUE WALLINGFORD, CT 064920384	29621	\$0.00
ANDROID INDUSTRIES LLC	2155 EXECUTIVE HILL DR AUBURN HILLS, MI 48326	58361	\$0.00
ANJUN INDUSRIAL CO LTD	DAEHWA DONG DAEDEOG GU DAEJEON 306-020 KOREA	60624	\$0.00
ASPEE SPRINGS LIMITED	PLOT NO 236 HPSIDC INDUSTRIAL AREA BADDI HIMACHAL PRADESH 173205 INDIA	62215	\$0.00
ATC DRIVETRAIN	SYSTON LANE BELTON GRANTHAM LINCOLNSHIRE NG322LY GREAT BRITAIN	62467	\$0.00
ATS STAHLSCMIDT & MAIWORM SP ZOO	KWIATKOWSKIEGO WOLA PODKARPACKIE 37-450 POLAND	60025	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ATV PRECISION COMPONENTS PRIVATE	19 NEW SIDCO IND ESTATE MARAIMALAI NAGAR KANCHEEPURAM TAMILNADU 603 209 INDIA	62209	\$0.00
AUTO KABEL OF NORTH AMERICA INC	7362 REMCON CIRCLE EL PASO, TX 79912	52450	\$0.00
B&W HEAT TREATING-1975 LTD	60 STECKLE PLACE P O BOX 430 KITCHENER, ON N2G4A1 CANADA	20825	\$0.00
BANNER GMBH	SALZBURGERSTRASSE 298 LINZ A-4021 AUSTRIA	95723	\$19,823.26
BBS INTERNATIONAL GMBH	WELSCHDORF 220 SCHILTACH 77761 GERMANY	57862	\$0.00
BECKER GMBH CAD-CAM-CAST	BRUECKENSTRASSE 19 STEFFENBERG 35239 GERMANY	52333	\$0.00
BEHR THERMOT-TRONIK GMGH	MAUSERSTRASSE 3 STUTTGART 70469 GERMANY	60723	\$0.00
BEIJING ZHONGYONG AUTO PARTS	LIANGXIANG FANGSHAN DISTRICT BEIJING 102488 CHINA	61055	\$0.00
BENDA SUKWANG IND CO LTD	674 6 GOJAN DONG NAMDONG GU INCHON 405-819 KOREA	60907	\$0.00
BERCO B V	VAN LEEUWENHOEKWEG 36 POB 262 SCHIJNDEL 5480 AG 65482TK THE NETHERLANDS	37558	\$3,083.78
BERU AKTIENGESELLSCHAFT	INDUSTRIESTRASSE 16 NEUHAUS SCHIERSCHNITZ 96524 GERMANY	43897	\$0.00
BORBET GMBH LEICHTMETALLRADER	HAUPSTR 5 HALLENBERG HESBORN, NRW 59969 GERMANY	54882	\$0.00
BOURNS INC	1200 COLUMBIA AVENUE RIVERSIDE, CA 92507	18510	\$0.00
BRAZING CONCEPTS	94 CONCEPT DRIVE COLDWATER, MI 49036	27529	\$0.00
BREHM GMBH	POSTFACH 15 40 89005 ULM GERMANY	47945	\$0.00
BRONSON PRECISION PRODUCTS DIV	404 UNION ST BRONSON, MI 49028	49219	\$0.00
BSB	596 ARVIN AVE STONE CREEK, ON L8E5P1 CANADA	61932	\$0.00
CAPARO ALUMINIUM TECHNOLOGIES LTD	HIGH STREET WOLLASTON STOURBRIDGE WEST MIDLANDS DY84ZZ GREAT BRITAIN	99086	\$0.00
CARCOUSTICS AUSTRIA GES M B H	TREIETSTRASSE 10 6833 KLAUS AUSTRIA	52882	\$3,773.93
CASTINO CORPORATION	16777 WAHRMAN STREET ROMULUS, MI 481743633	36119	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
CHANGPENG AUTOMOBILE TRIMMING PART	NO 8 LIUFU RD LIU JIABA DA DUKOU CHONG QING 408002 CHINA	62131	\$0.00
CHINA AUTOMOTIVE SYSTEMS INC	NO 1 HENGLONG RD YUQIAO DVLPT DIST JINGZHOU, HUBEI 434000 CHINA	60167	\$0.00
CHONGQING XIYUAN CAMSHAFT CO LTD	233 DONG WAI STREET YONGCHUAN CHONGQING 402160 CHINA	60764	\$0.00
COBASYS	3740 LAPEER RD SOUTH ORION, MI 48359	47085	\$0.00
COBRA AUTOMOTIVE TECHNOLOGIES SPA	VIA ASTICO 41 VARESE 21100 ITALY	54234	\$88,609.61
COBRA PATTERNS & MODELS INC	32303 HOWARD MADISON HEIGHTS, MI 48071	22935	\$0.00
COMMERCIAL STEEL TREATING CORP	31440 STEPHENSON HIGHWAY MADISON HEIGHTS, MI 480711693	23662	\$29,657.05
CORNING INC	HOUGHTON PARK CORNING, NY 14831	88268	\$0.00
COURT VALVE COMPANY INC	4758 CHRISTIE DRIVE BEAMSVILLE, ON L0R1B4 CANADA	54591	\$0.00
CRAFT-CO ENTERPRISES INC	3269 HWY 80 WEST P O BOX 289 MORTON, MS 39117	77311	\$0.00
CRESCENT PATTERN COMPANY	8726 NORTHEM OAK PARK, MI 482372306	23877	\$0.00
CYLTEC LLC	5550 OCCIDENTIAL HWY SUITE A TECUMSEH, MI 49286	46539	\$0.00
DBM TECHNOLOGIES LLC	220 CONGRESS 5TH FLOOR DETROIT, MI 48226	47370	\$0.00
DELPHI DELCO ELECTRONICS EUROPE	TEC CENTER BAD SALZDETFRUTH D-31162 GERMANY	13404	\$0.00
DIMENSIONAL VALIDATION INC	5971 EAST EXECUTIVE DRIVE WESTLAND, MI 481851932	48452	\$0.00
DUDEK & BOCK SPRING MFG COMPANY	5100 W ROOSEVELT ROAD CHICAGO, IL 606501398	30605	\$0.00
DYNAX NORTH AMERICA SALES	1053 2 KOMIOSATSU CHITOSE HOKKAIDO 0668585 JAPAN	54443	\$0.00
EEP QUALITY GROUP	2512 MANITOU RD ROCHESTER, NY 14624	62247	\$0.00
EGON GROSSHAUS GMBH & CO KG	BONZELERHAMMER LENNESTADT 57368 GERMANY	54258	\$42.08
ENERGY SUSPENSION	1131 VIA CALLEJON SAN CLEMENTE, CA 92673	51085	\$0.00
ENGINEERED MATERIALS SOLUTIONS INC	39 PERRY AVENUE ATTLEBORO, MA 02703	47162	\$0.00
ENTERPRISE AUTOMOTIVE SYSTEMS INC	21445 HOOVER RD WARREN, MI 48089	26483	\$17,146.88

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
EPIQ SENSOR NITE N V	TRANSPORTSTRAAT 1 3980 TESSENDERLO BELGIUM	56691	\$682,697.14
EXCEL PATTERN WORKS INC	7020 CHASE RD DEARBORN, MI 481261791	35406	\$0.00
EXCELL RP INC	6531 PARK AVE ALLEN PARK, MI 48180	54219	\$0.00
FAG KUGELFISCHER GEORG SCHAEFER AG	POSTFACH 1260 SCHWEINFURT D 97419 GERMANY	72511	\$0.00
FILTRAUTO	PARC ARIANE 4 7 AVE DU 8 MAI 1945 78286 GUYANCOURT CEDEX FRANCE	61267	\$2,106.05
FIRST ENGINEERING	B 72 SIPCOT IND PARK IRRUNGATUKOTT SRIPERUMUDHUR CHENNAI TAMIL, NADU 602105 INDIA	61662	\$0.00
FLUID ROUTING SOLUTIONS	3000 TOWN CENTER SUITE 2800 SOUTHFIELD, MI 48075	62547	\$0.00
FOAMADE INDUSTRIES	2550 AUBURN COURT AUBURN HILLS, MI 48326	38275	\$0.00
FOREST CITY TECHNOLOGIES INC	299 CLAY STREET PO BOX 86 WELLINGTON, OH 44090	40021	\$0.00
FOUNDRY SYSTEMS INTERNATIONAL INC	5159 SOUTH PROSPECT STREET RAVENNA, OH 44266	82937	\$0.00
FRANZ KALFF GMBH	DECHANT WOLFGARTEN STRASSE 85 EUSKIRCHEN 53881 GERMANY	55730	\$3,055.05
FUJI ELEC DEVICE TECH AMERICA INC	240 CIRCLE DRIVE NORTH PISCATAWAY, NJ 8854	55033	\$0.00
FUZHOU HUALIAN AUTO PARTS CO LTD	61 FUGUANG RD FUXING INVEST ZONE GUSHAN TOWN FUZHOU CITY, FUZHOU 350014 CHINA	62200	\$0.00
GENERAL MOTORS CORPORATION	GEN MOTORS BLDG 3044 W GRAND BLVD DETROIT, MI 48202	42780	\$0.00
GLAVERBEL ITALIE	VIA DEL CARPINE ROCCASECCA 03038 ITALY	48351	\$43,239.63
GRAINGER & WORRAL LIMITED	UNITS 1 4 STANMORE INDUSTRIAL ESTATE BRIDGNORTH WV15 5HP GREAT BRITAIN	57789	\$0.00
GRAMMER INDUSTRIES INC	1975 TECHNOLOGY DR TROY, MI 48083	60877	\$0.00
GRAND RAPIDS LABEL COMPANY	2351 OAK INDUSTRIAL DRIVE N E GRAND RAPIDS, MI 495056073	42376	\$0.00
GRAND TRAVERSE PLASTICS CORP	5780 MOORE RD WILLIAMSBURG, MI 49690	61832	\$0.00
HALLA CLIMATE CONTROL CORPORATION	15TH FLOOR DAELIM ACROTEL 467 6 DO GOK DONG KANGNAM GU SEOUL . KOREA	61095	\$0.00
HANTECH TECHNOLOGY	290 1 GOYEON RI WOONGCHON MYEON ULJU GUN ULSAN 689871 KOREA	62044	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
HUPPERT ENGINEERING	41000 WOODWARD SUITE 34075 BLOOMFIELD HILLS, MI 48304	86847	\$0.00
IAV GMBH	3810 PACKARD ROAD SUITE 230 ANN ARBOR, MI 48108	39324	\$0.00
IEE AUTOMOTIVE	1121 CENTRE ROAD AUBURN HILLS, MI 48326	58236	\$0.00
IMTEC INC	7 CORPORATE DRIVE KEENE, NH 034315042	40215	\$0.00
IWIS MOTORSYSTEME GMBH & CO KG	ALBERT ROSSHAUPTER STR 53 MUNCHEN 81369 GERMANY	45457	\$1,025.03
JOHANN HAY GMBH & CO KG	HAYSTR 7 13 PO BOX 263 BAD SOBERNHEIM RHEINLAND, PFALZ 55566 GERMANY	50694	\$0.00
JOHNSON CONTROLS AUTOBATTERIE GMBH	AM LEINEUFER 51 HANNOVER 30419 GERMANY	60549	\$27,530.98
JST TRADING COMPANY LTD	HANKYU SENRICHUO BLG 4 1 1 CHOME SHIN SENRI HIGASHI MACHI, OSAKA TOYONAKA JAPAN	53910	\$0.00
KACE LOGISTICS INC	862 WILL CARLETON ROAD CARLETON, MI 481179704	46793	\$0.00
KANEMATSU-GOSHO U S A INC	543 WEST ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 60005	56831	\$0.00
KAWASAKI AUTOMOTIVE IND CO LTD	3459 IZUMI OHO IZUMI KU YOKOHAMA KANAGAWA 2450016 JAPAN	52847	\$0.00
KELLOGG CRANKSHAFT COMPANY	3524 WAYLAND DRIVE JACKSON, MI 492021294	55078	\$0.00
KMC CHAIN SHENZHEN CO LTD	NO 7 ZHONGHUAN RD LONGHUA TOWN BAOAN COUNTY ZHENZHEN 518109 CHINA	61838	\$0.00
KORTEN QUALITY SYSTEMS	69210 POWELL P O BOX 210 ROMEO, MI 48065	31981	\$43,889.54
KRIEWEALL ENTERPRISES INC	100 SHAFER DRIVE ROMEO, MI 48065	47214	\$0.00
KW SUSPENSIONS NORTH AMERICA	7561 134A STREET SURREY, BC V3W7B3 CANADA	50397	\$0.00
LEAR CORP AUSTRIA GES MBH & CO KG	WERKSTRASSE 20 KOEFLACH A8580 AUSTRIA	94804	\$0.00
LINE PRECISION INC	31666 W EIGHT MILE ROAD FARMINGTON HILLS, MI 48336	42579	\$0.00
LSM SYSTEMS ENGINEERING INC	1290 CRESCENT LK RD WATERFORD, MI 48327	50310	\$0.00
LUBRIZOL CORPORATION THE	29400 LAKELAND BLVD WICKLIFFE, OH 440922298	58381	\$0.00
M & W MANUFACTURING COMPANY	13701 E 9 MILE RD WARREN, MI 480892793	63016	\$0.00
MAG FILTERS & EQUIPMENTS PVT LTD	88 UDYOG VIHAR PHASE 1 GURGAON HARYANA 122016 INDIA	62399	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
MAGNA STEYR HEAVY STAMPING	FRANK STRONACH STRASSE 1 8200 ALBERSDORF AUSTRIA	95423	\$215,772.15
MAGNUM MANUFACTURING INC	39140 WEBB DRIVE WESTLAND, MI 48185	84336	\$0.00
MAYSER SYSTEMTECHNIK GMBH & CO KG	ORLINGERSTR 1 3 POSTFACH 3048 ULM 89073 GERMANY	54020	\$0.00
MECAPLAST DIFFUSION	4 6 AVENUE PRINCE ALBERT MONACO 98000 MONACO	16483	\$0.00
METAL ONE AMERICA	6250 N RIVER RD SUITE 2055 ROSEMONT, IL 60018	52278	\$0.00
METAL POWDER PRODUCTS COMPANY	17705 A WESTFIELD PARK RD WESTFIELD, IN 46074	61835	\$0.00
MGA RESEARCH CORPORATION	12790 MAIN ROAD P O BOX 71 AKRON, NY 140010071	13947	\$0.00
MONT BLANC INDUSTRI AB	TOARPSDAL DALSJOFORS 51690 SWEDEN	60068	\$121,817.25
NATIONAL PAPER & PACKAGING CO	1240 EAST 55TH ST P O BOX 71002 CLEVELAND, OH 441910001	79229	\$0.00
NAVTEQ EUROPE B V	DE RUN 1115 VELDHOVEN 5503 LB THE NETHERLANDS	59415	\$0.00
NINGBO AUTO CABLE CONTROLS CO LTD	NO 1 BAOYUAN RD DONGQIAN LAKE IND NINGBO ZHEJIANG 315121 CHINA	61327	\$0.00
ORIS FAHRZEUGTEILE HANS RIEHLE	STEINBEISSTRABE 6 MARKGRONINGEN 71706 GERMANY	62272	\$0.00
PARAMOUNT BORING & MACHINE	15255 W ELEVEN MILE ROAD OAK PARK, MI 48237	46493	\$0.00
PEX VAKUUMTECHNIK GMBH	INDUSTRIESTRABE 100 D 72160 HORB GERMANY	37553	\$0.00
PHOENIX AUTOMOTIVE GMBH	SEEHAFENSTRASSE 16 HAMBURG D21079 GERMANY	49514	\$179.16
POLYTEC FOR CAR STYLING GMBH	LINZER STRABE 50 HORSCHING A-4063 AUSTRIA	40018	\$0.00
POPPELMANN KUNSTSTOFFTECHNIK GMBH	DAIMLER STRABE 9 LOHNE 49429 GERMANY	60768	\$0.00
PORITE TAIWAN CO LTD	3 CHUNG PU 8 LIN TA PU LI CHUNAN MIAOLI 35059 TAIWAN	58373	\$0.00
PRECISION PARTNERS	28046 OAKLAND OAKS CT WIXOM, MI 48393	48644	\$0.00
PRETTY PRODUCTS LLC	299 CRAMER CREEK COURT DUBLIN, OH 43017	72571	\$51,686.20

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
PRINZ VERBINDUNGSELEMENTE GMBH	LEHMWEG 24 PLETTENBERG 58840 GERMANY	58759	\$0.00
PRODRIVE ENGELHARD LLC	30844 CENTURY WIXOM, MI 48393	59129	\$0.00
PRODRIVE LTD	OLDWICH LANE EAST KENILWORTH WARWICKSHIRE CV81NR GREAT BRITAIN	52951	\$0.00
PRODUCT ACTION INTERNATIONAL INC	7998 CENTERPOINT DRIVE NO 800 INDIANAPOLIS, IN 462563349	99248	\$0.00
PTI SATELLITE PAINT LLC	6501 E NEVADA DETROIT, MI 48234	61619	\$0.00
QUALITY SPRING/TOGO	355 JAY STREET COLDWATER, MI 490362196	77089	\$0.00
RAMCO SPECIALTIES INC	5369 HUDSON DR HUDSON, OH 442363777	62283	\$0.00
RAPID PROTOTYPE COMPANY INC	4141 N ATLANTIC BLVD AUBURN HILLS, MI 48326	30815	\$0.00
REHMANN INDUSTRIES	23051 ROSEBERRY WARREN, MI 480895771	80250	\$0.00
ROMAGNA RUOTE S R L	VIA CASTELBOLOGNESI 20 FERRARA 44100 ITALY	58745	\$0.00
S & V TECHNOLOGIES INC	6476 STONE BROOK LANE FLUSHING, MI 48433	58475	\$0.00
SAMBOMOTOS CO LTD	1080 3 WOLAM DONG DALSEO GU DAEGU KYUNGBUK 704-833 KOREA	62102	\$0.00
SANDHAR LOCKING DEVICES-MIRROR	DHUMASPUR BADSHAHPUR GURGAON, HR 12200 INDIA	61880	\$0.00
SCHREINER ETIKETTEN UND SELBSTKLEB	BRUCKMANNRING 22 85764 OBERSCHLEIBHEIM GERMANY	43896	\$0.00
SCHWARTZ MACHINE COMPANY	4441 E 8 MILE RD WARREN, MI 480912798	82173	\$0.00
SCOTT PRODUCTS INC	51690 BIRCH PO BOX 115 NEW BALTIMORE, MI 48047	48223	\$0.00
SEBRING TECHNOLOGY GMBH	RUHMANNSTR 11 VOITSBERG, STMK 8570 AUSTRIA	58861	\$122,579.55
SECADE GMBH	OTTO FILITZ STRASSE 1 RUHPOLDING D-83324 GERMANY	43894	\$0.00
SEJASMI INDUSTRIES INC PVT LTD	NO 879 919 AT RAJPUR TA KADI MEHSANA HWY RAJPUR GUJARAT 382715 INDIA	62392	\$0.00
SELZER FERTIGUNGSTECHNIK GMBH COKG	BAHNHOFSTR 1 D 35759 DRIEDORF ROTH GERMANY	58243	\$0.00
SHANGHAI AUTOMOBILE IMPORT &	16F A C TIMES SQ 500 ZHANGYANG RD PUDONG DIST SHANGHAI 200122 CHINA	58669	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
SHANGHAI ZHONGLI AUTO PARTS CO LTD	3099 GUDAI ROAD MINHNANG SHANGHAI 2011100 CHINA	61177	\$0.00
SIRIUS CANADA INC	135 LIBERTY ST 4TH FLR TORONTO, ON M6K1A7 CANADA	59939	\$0.00
SKILL TOOL & DIE	16151 PURITAS AVENUE CLEVELAND, OH 44135	87676	\$611,455.58
SNAVELY MACHINE & MANUFACTURING	1070 INDUSTRIAL PKWY PERU, IN 46970	51852	\$39,329.14
SONA BLW PRECISION FORGE INC	500 OAK TREE DRIVE SELMA, GA 27576	61897	\$0.00
STS FORMTECHNIK GMBH & CO KG	KOWALDSTRASSE 2 A 8570 VOITSBERG AUSTRIA	94989	\$5,205.53
STS FORMTECHNIK GMBH & CO KG	KOWALDSTRASSE 9 8570 VOITSBERG AUSTRIA	49327	\$0.00
SUPERIOR ALUMINUM	14214 EDGERTON PO BOX 678 NEW HAVEN, IN 46774	43258	\$0.00
T & W BAUMAN ENTERPRISES INC	7835 HIGHWAY 50 UNITS 18 & 19 WOODBIDGE, ON L4L1A5 CANADA	26636	\$0.00
THORREZ C INDUSTRIES	4909 W MICHIGAN AVENUE JACKSON, MI 492018972	90176	\$0.00
THREE BOND INTERNATIONAL INC	6184 SCHUMACHER PARK DRIVE WEST CHESTER, OH 45069	21503	\$0.00
TREND PERFORMANCE PRODUCTS INC	23003 DIAMOND DRIVE CLINTON TOWNSHIP, MI 48035	32513	\$0.00
TRIANA INDUSTRIES INC	511 6TH STREET MADISON, AL 35758	70420	\$0.00
TRITEC MOTORS LTDA	R EMA TANNER DE ANDRADE N 1892 CAMPO LARGO PARANA CEP 83606 BRAZIL	45532	\$197,008.45
UMICORE AUTOCAT CANADA CORP	2347 COMMERCIAL DR AUBURN HILLS, MI 48326	19181	\$0.00
VALEO ENGINE COOLING INC	1100 EAST BARACHEL LANE GREENSBURG, IN 472401278	40927	\$0.00
VALIANT INDUSTRIES INC	6525 CENTER DRIVE STERLING HEIGHTS, MI 48312	94383	\$0.00
VARIAN INC	2700 MITCHELL DRIVE WALNUT CREEK, CA 94598	41683	\$0.00
VIBRACOUSTIC GMBH & CO KG	HOEHNERWEG 2 4 WEINHEIM 69465 GERMANY	51539	\$3,875.68
VIRGINIA INDUSTRIES	951 WEST STREET ROCKY HILL, CT 060673011	72432	\$0.00
VOGEL & NOOT TECHNOLOGIE GMBH	GRAZER STRASSE 1 WARTBERG 8661 AUSTRIA	59454	\$0.00
WEBASTO	KRAILINGERSTRASSE 5 STOCKDORF D 82131 GERMANY	36076	\$11,444.67

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
WESTFALLIA-AUTOMOTIVE GMBH	AM SANDBERG 45 RHEDA WIEDENBRUCK D-33378 GERMANY	60628	\$0.00
WILLI HAHN GESCU BH	AM KIESBERG 11 WUPPERTAL ELBERFELD D-42012 GERMANY	96220	\$0.00
WINDINGS INC	208 N VALLEY NEW ULM, MN 56073	58932	\$0.00

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
ADVANCED ACCESSORY SYSTEMS 12900 HALL ROAD SUITE 200 STERLING HEIGHTS, MI 48313	29446	O3218043
AZ AUTOMOTIVE CORP 24331 SHERWOOD CENTERLINE, MI 48015	10235	O0121001 O1121006
CYLTEC LLC 5550 OCCIDENTIAL HWY SUITE A TECUMSEH, MI 49286	46539	O6431069 O6431070
KORTEN QUALITY SYSTEMS 69210 POWELL P O BOX 210 ROMEO, MI 48065	31981	O0484007 O9449004
SKILL TOOL & DIE 16151 PURITAS AVENUE CLEVELAND, OH 44135	87676	O3124173 O3125054

ADDENDUM

The executory contracts and unexpired leases listed on this Annex B are hereby designated for assumption and assignment to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures Order.¹

Consistent with the Bidding Procedures Order, the Designated Agreements are not listed on an agreement-by-agreement basis. The Debtors are hereby designating all of the agreements relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein (any such agreement designated for assumption and assignment, a "Designated Supplier Agreement"). If certain agreements are identified at the end of Annex B (just prior to this Addendum) as excluded from the list of Designated Supplier Agreements (the "Excluded Agreements"), those Excluded Agreements are not hereby designated for assumption and assignment. Unless otherwise stated on this Annex B, Designated Supplier Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements.

Each contract or lease listed on this Annex B will be assumed and assigned to the Purchaser only to the extent that any such contract or lease constitutes an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Supplier Agreements. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures Order, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of pre-Petition Date claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates. Generally, the Purchaser will make payment upon Cure Costs for Designated Supplier Agreements that are the subject of a Confirmation Notice in accordance with the terms of the Bidding Procedures Order.

¹ Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the accompanying Assignment Notice.